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5/14/04

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Lange *et al.*

Appl. No.: 09/712,712

Filed: November 14, 2000

For: Network System Extensible by
Users

Confirmation No.: 4612

Art Unit: 2142

Examiner: Geckil, Mehmet B.

Atty. Docket: 2222.0300001

Revocation of Prior Power of Attorney and
Appointment of New Attorneys of Record

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MAY 03 2004

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Technology Center 2100

Sir:

The undersigned, having express authority to represent Ben Franklin Patent Holding L.L.C., the assignee of the entire right, title, and interest in the above-captioned application, by assignment filed at the U.S. Patent and Trademark Office on April 21, 2004 (copy enclosed), hereby revokes all powers of attorney heretofore given in the above-captioned application and appoints as his attorneys the attorneys associated with Customer Number 28393, those attorneys currently being: Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No.

33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; with full power of substitution, association, and revocation, to prosecute said application and to transact all business in the United States Patent and Trademark Office connected therewith.

For the purpose of PAIR, the Customer Number is 26111.

The undersigned hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send all correspondence to:

Customer Number 26111
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Washington, D.C. 20005-3934.

Direct telephone calls to (202) 371-2600.

FOR: Ben Franklin Patent Holding L.L.C.

SIGNATURE: 

BY: PETER DETKIN

TITLE: MANAGING DIRECTOR

DATE: 26 APRIL 2004



PTO/SB/86 (08-03)
Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)

2222.0300001

Applicant/Patent Owner: Lange et al.

Application No./Patent No.: 09/712,712 Filed/Issue Date: November 14, 2000

Entitled: Network System Extensible By Users

Ben Franklin Patent Holding L.L.C., a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ % in the patent application patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Lange et al. To: General Magic, Inc.
The document was recorded in the Patent and Trademark Office at
Reel 9557, Frame 0591, or for which a copy thereof is attached.
2. From: General Magic, Inc. To: Intellectual Ventures Patent Holding I, L.L.C.
The document was recorded in the Patent and Trademark Office at
Reel 014517, Frame 0688, or for which a copy thereof is attached.
3. From: Intellectual Ventures Patent Holding I, L.L.C. To: Ben Franklin Patent Holding L.L.C.
The document was recorded in the Patent and Trademark Office at
Reel 014517, Frame 0782, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

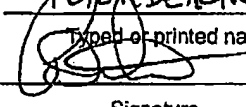
☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

26 APRIL 2004
Date

Telephone number

PETER DETLIN
Typed or printed name

Signature
MANAGING DIRECTOR
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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ASSIGNMENT

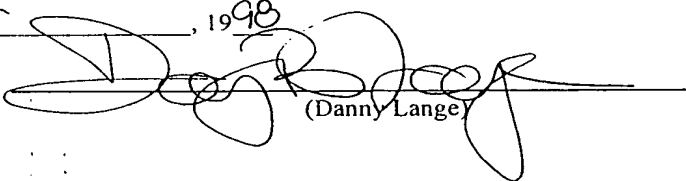
For good and valuable consideration, receipt of which is hereby acknowledged, we

<u>Danny Lange</u>	of	<u>Cupertino, California</u>
<u>Barbara Nelson</u>	of	<u>San Mateo, California</u>
<u>Jing Su</u>	of	<u>Cupertino, California</u>
<u>James E. White</u>	of	<u>San Carlos, California</u>

hereby sell, assign and transfer to General Magic, a Delaware corporation, having a place of business at 420 N. Mary Avenue, Sunnyvale, California, 94086, its successors and assigns, the entire right, title and interest throughout the world in our invention in

"Network System Extensible By Users"

for which we have executed a United States patent application on or about the date of this assignment, and all patent applications and patents of every country for said invention, including divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner of Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors and assigns.


Executed this 22 day of October, 1998

 (Danny Lange)

State of California)
) ss.
 County of Santa Clara

On Oct. 22, 1998 before me, Martha E. Peralez (Notary) personally appeared Danny Lange proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.


 SIGNATURE OF NOTARY

Executed this 22 day of October, 1998.

Barbara Nelson

(Barbara Nelson)

State of California)

County of Santa Clara) ss.

On Oct. 22, 1998 before me, Martha E. Peralez (Notary) personally appeared Barbara Nelson proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Martha E. Peralez
SIGNATURE OF NOTARY

Executed this 22 day of October, 1998.

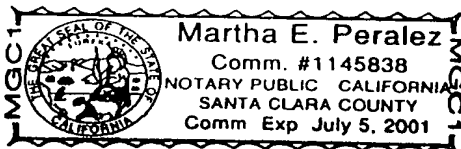
Jing Su

(Jing Su)

State of California)

County of Santa Clara) ss.

On Oct 22 1998 before me, Martha E. Peralez (Notary) personally appeared Jing Su proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Martha E. Peralez
SIGNATURE OF NOTARY

Executed this 22 day of October, 1998

James E. White
(James E. White)

State of California)
County of Santa Clara) ss.

On Oct. 22, 1998 before me, Martha E. Peralez (Notary) personally appeared James E. White or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Martha E. Peralez
SIGNATURE OF NOTARY

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of April 22, 2003, by and between General Magic, Inc., a Delaware corporation and a debtor and a debtor in possession ("Seller"), and Intellectual Ventures Patent Holding I, L.L.C., a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller was a leading provider of voice infrastructure software products (the "Business").

B. On December 11, 2002, a voluntary bankruptcy case was filed by Seller under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), assigned Case No. 02-57022 (the "Chapter 11 Case"). Seller's bankruptcy case is pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

C. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, certain assets relating to the Business, upon the terms and subject to the conditions of this Agreement, and subject to the entry of an order of the Bankruptcy Court authorizing the transactions contemplated hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated in this Agreement by reference, and the mutual representations, warranties and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE AND SALE OF ACQUIRED ASSETS

SECTION 1.1. Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, effective as of the Closing, and Purchaser hereby agrees to purchase, effective as of the Closing, all of Seller's right, title and interest in, to and under the Acquired Assets (defined in Section 1.2(a), below) free and clear of all liens, claims and interests, security interests, security agreements, tax liens, judgments, encumbrances, mortgages, rights, charges, liabilities, obligations, restrictions and, except as otherwise provided herein or in Schedule 3.1(c), any licenses or other rights of third parties (implied or express) (collectively, "Encumbrances"), such transfers to be effected pursuant to the Bill of Sale and Assignment and Assumption Agreement referred to in Section 2.2 and the Sale Order (defined in Section 1.3(b)).

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(b) For purposes of this Agreement, "Intellectual Property" shall mean, in each case, in any jurisdiction in the world: trade secrets; patents, patent licenses, and patent applications and any counterparts, reissues, divisions, extensions, continuations and continuations in part related to, and any other patents claiming priority from the foregoing; copyrights; copyright applications; trademarks; trade names; service marks; discoveries; inventions; know-how; protocols; formulae; processes; procedures; drawings; plans; designs; features; data; research; inventions; innovations; operating instructions; computer software; any computer software source code (both human readable and machine readable forms); object code compiled from the source code and any relevant comments, specifications and documentation.

SECTION 1.2. Acquired Assets and Excluded Assets.

(a) The term "Acquired Assets" means the Intellectual Property owned, held or licensed by Seller and listed on Schedule 1.2(a) (including any license or other agreements being assigned to and assumed by Purchaser, collectively "Assumed Contracts"), but excluding any asset that is an Excluded Asset. The transfer of the Acquired Assets shall take place pursuant to the transfer agreements described in Section 2.2(a). Purchaser reserves the right, up to the time of Closing, to withdraw one or more of the Assumed Contracts from this Agreement.

(b) Purchaser hereby assumes, effective as of the Closing, and agrees to pay, perform and discharge when due, those obligations and liabilities arising in connection with the Acquired Assets following the Closing; *provided, however*, that in no event shall Purchaser assume (i) any obligations or liabilities arising or accruing prior to the Closing (including any obligations or liabilities arising from or relating to any breach of any provision of any of the Assumed Contracts, or from any event, circumstance or condition occurring or existing on or prior to the Closing that, with notice or lapse of time, would constitute or result in a breach of any of the Assumed Contracts, or which are not ascertainable in nature and amount solely by reference to the express written terms of the Assumed Contracts) or (ii) any obligations or liabilities not expressly assumed hereunder (including all obligations and liabilities relating to the Excluded Assets).

(c) Notwithstanding anything to the contrary herein, the Acquired Assets shall not include the following "Excluded Assets":

(i) All rights of Seller under this Agreement and the agreements, instruments and certificates delivered in connection with this Agreement.

(ii) Avoidance actions under the Bankruptcy Code and the proceeds thereof.


SECTION 1.3. Purchase Price.

(a) The purchase price for the Acquired Assets (the "Purchase Price") shall be US\$


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IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

INTELLECTUAL VENTURES PATENT
HOLDING I, L.L.C.; a Delaware limited liability
company
By: Intellectual Ventures Management, L.L.C., its
sole manager

By: 
Name: Gregory Gorder
Title: Managing Director

GENERAL MAGIC, INC., a Delaware corporation

By: 
Name: Mary E. Doyle
Title: Responsible Individual

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Schedule 1.2 (a) – Acquired Assets

For the avoidance of doubt, the Acquired Assets also include any counterparts, reissues, divisions, extensions, continuations and continuations in part related to, and any other patents claiming priority from, any of the patents listed below in any jurisdiction worldwide.

1. System and Method for Distributed Computation based Upon the Movement, Execution and Interaction of Processes in a Network – US Patent Nos. 5,603,031 (including related foreign filings pending in Canada (#2143672), Hong Kong (#98116124.8) and Japan (7-509799)), 6,016,393
2. Objective Code Structure and Method for Translation of Architecture Independent Program Implementations – US Patent No. 6,021,275.
3. Network System Extensible by Users – US Patent No. 6,163,794
4. Mobile Device Patents
 - a) Graphical user interface for modifying object characteristics using coupon objects – U.S. Patent No. 5,611,031
 - b) Graphical user interface for navigating between levels displaying hallway and room metaphors – U.S. Patent Nos. 5,689,669, 5,896,133
 - c) Shadow mechanism having master blocks for a modifiable object oriented system – U.S. Patent Nos. 5,692,187, 5,819,306
 - d) Method for transmitting information over an intelligent low power serial bus – U.S. Patent No. 5,675,811
 - e) Bus interface circuit for an intelligent low power serial bus – U.S. Patent No. 5,787,298
 - f) Method for transmitting bus commands and data over two wires of a serial bus – U.S. Patent No. 5,793,993
 - g) Support structures for an intelligent low power serial bus – U.S. Patent No. 5,812,796
 - h) Method for configuring an intelligent low power serial bus – U.S. Patent No. 5,938,742
5. Mobile Device Software – Magic Cap (Communicating Application Platform) Software (Versions 1.0, 1.5, 3.0 and 3.1)
6. Mobile Device Hardware Reference Designs
7. Technology License Agreement between Seller and Toshiba Corporation dated November 25, 1993, as amended.
8. PCT (#US94/07397) and EPO (#94305058.3) applications

**CERTIFICATE OF AMENDMENT
OF
INTELLECTUAL VENTURES PATENT HOLDING I, L.L.C.**

The undersigned, being duly authorized to execute and file this Certificate of Amendment, does hereby certify as follows:

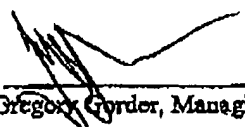
1. The name of the limited liability company is Intellectual Ventures Patent Holding I, L.L.C.

2. Paragraph 1 of the Certificate of Formation is amended in its entirety to read as follow:

"1. *Name.* The name of the limited liability company is Ben Franklin Patent Holding LLC."

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment on the 18th day of November, 2003.

Acquisition Management LLC, Manager

By: 
Gregory Gorder, Managing Director



#8
S3and
5/14/04

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

LANGE *et al.*

Appl. No.: 09/712,712

Filed: November 14, 2000

For: **Network System Extensible by
Users**

Confirmation No.: 4612

Art Unit: 2142

Examiner: Geckil, Mehmet B.

Atty. Docket: 2222.0300001

Request for Change of Attorney Docket Number

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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MAY 03 2004

Technology Center 2100

Sir:

Applicants respectfully request that the attorney docket number for the above-captioned application be changed from "*M-6011-1C US*" to - - 2222.0300001 - -. Kindly use this attorney docket number in any future correspondence addressed to the undersigned.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Thomas C. Fiala
Attorney for Applicants
Registration No. 43,610

Date: April 28, 2004

1100 New York Avenue, N.W.
Washington, D.C. 20005
(202) 371-2600